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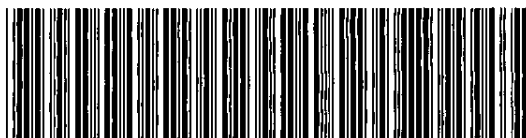
(Business Entity Name)

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED
11 APR 14 PM 4:57

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 APR 14 PM 5:02

FILED

DR
4/14/11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Beach, Inc
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

David Bates
Contact Person

Gunster
Firm/Company

777 S. Flagler Dr. Ste 500E
Address

West Palm Beach, FL 33401
City/State and Zip Code

dbates@gunster.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David Bates At (561) 650-0792
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
of
BANKRATE, INC.
with and into
BEACH INC.

FILED

2011 APR 14 PM 5:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1101, 607.1103, 607.1104, 607.1105, 607.1107 and 607.0120 of the Florida Business Corporation Act, BANKRATE, INC., a Florida corporation (the "Merging Company"), and BEACH INC., a Delaware corporation (the "Surviving Company"), hereby adopt and execute the following Articles of Merger, for the purpose of merging the Merging Company with and into the Surviving Company (the "Merger"):

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger herein certified are as follows:

Name

State of Incorporation

Merging Company

Bankrate, Inc.
11760 U.S. Highway One, Suite 200
North Palm Beach FL 33408
Florida Document Number - P93000049914

Florida

Surviving Company

Beach Inc.
c/o Bankrate, Inc.
11760 U.S. Highway One, Suite 200
North Palm Beach FL 33408

Delaware

SECOND: That an Agreement and Plan of Merger, dated as of April 14, 2011, as amended, supplemented or otherwise modified from time to time, by and between the Surviving Company and the Merging Company (the "Merger Agreement") has been executed, adopted and approved by the Merging Company and the Surviving Company in accordance with the manner prescribed by the Florida Business Corporation Act. The Merger Agreement is attached hereto as Exhibit A.

THIRD: The surviving corporation in the Merger is the Surviving Company.

FOURTH: Upon the Merger being effective, pursuant to the Amended and Restated Certificate of Incorporation described in the Merger Agreement, the Surviving Company shall be renamed to be:

Bankrate, Inc.

FIFTH: The Merger Agreement was duly adopted and approved by the constituent corporations to the Merger as follows:

(a) By the Board of Directors and, upon the recommendation of the Board of Directors, by the sole shareholder of the Merging Company on April 14, 2011 in accordance with Chapter 607 of the Florida Business Corporation Act and the Delaware General Corporation Law; and

(b) By the Board of Directors and, upon the recommendation of the Board of Directors, by the sole shareholder of the Surviving Company on April 14, 2011 in accordance with Chapter 607 of the Florida Business Corporation Act and the Delaware General Corporation Law.

SIXTH: The Merger shall become effective on the later of 12:00:01 a.m. EST on April 15, 2011 or the date these Articles of Merger are filed with the Florida Department of State.

SEVENTH: The Surviving Company is an out-of-state entity not qualified to transact business in Florida. As a result, the Surviving Company:

a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of the Merging Company that merged into such entity; and

b) the following street and mailing address shall be the Surviving Company's principal office under the laws of the state of Delaware:

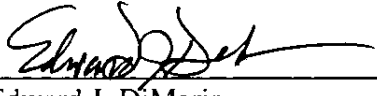
11760 U.S. Highway One, Suite 200
North Palm Beach FL 33408

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IN WITNESS WHEREOF, each of the Merging Company and Surviving Company have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by their respective duly authorized officer on this ~~14th~~ day of April, 2011.

Dated April ~~14th~~ 2011

Bankrate, Inc.

By: 
Edward J. DiMaria
Senior Vice President
Chief Financial Officer

Dated April ~~14th~~ 2011

Beach Inc.

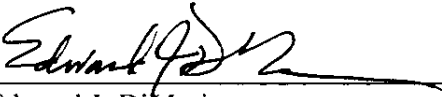
By: 
Edward J. DiMaria
Vice President

Exhibit A

Merger Agreement

[see attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of April 14, 2011, by and between Beach Inc., a Delaware corporation ("Beach," and sometimes referred to as the "Surviving Corporation"), and Bankrate, Inc., a Florida corporation ("Bankrate Florida" and, together with Beach, the "Parties").

WHEREAS, Bankrate Florida owns all of the issued and outstanding shares of Beach;

WHEREAS, the Parties desire to adopt an agreement and plan of merger within the meaning of Section 252 of the Delaware General Corporation Law (the "Delaware Law") and Chapter 607 of the Florida Business Corporation Act (the "Florida Law");

WHEREAS, the Boards of Directors of both Beach and Bankrate Florida deem it advisable that Bankrate Florida be merged with and into Beach pursuant to this Agreement and in accordance with the applicable statutes under Delaware Law and Florida Law; and

WHEREAS, the shareholders of both Beach and Bankrate Florida have approved and adopted this Agreement and the merger of Bankrate Florida with and into Beach upon the terms and conditions set forth herein in accordance with the applicable statutes under Delaware Law and Florida Law.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Parties, who intend to be legally bound hereby, as follows:

1. Merger; Effective Date. After this Agreement has been duly approved in the manner required by law, Bankrate Florida shall be merged with and into Beach (the "Merger") effective as 12:00:01 a.m. EST on April 15, 2011 (the "Effective Date"), with Beach surviving the Merger.
2. State Filings. A Certificate of Merger shall be filed with the Secretary of State of the State of Delaware in accordance with Section 252(c) of the Delaware Law. Articles of Merger shall be filed with the Florida Department of State in accordance with Chapter 607 of the Florida Law.
3. Articles of Incorporation; By-Laws. On the Effective Date, the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in the form attached as Exhibit A, and the By-Laws of the Surviving Corporation shall be amended and restated in the form attached as Exhibit B.
4. Surviving Corporation. The Surviving Corporation shall continue to be governed by the laws of the State of Delaware and the separate corporate existence of Bankrate Florida shall cease to exist upon the Effective Date. Upon the Effective Date, the name of the Surviving Corporation shall be changed to "Bankrate, Inc."

5. Manner and Basis of Converting Shares. Forthwith upon the Effective Date, (A) each share of common stock of Beach issued and outstanding immediately prior to the effectiveness of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any conversion thereof and no payment or distribution of any consideration shall be made with respect thereto; (B) each share of common stock of Bankrate Florida issued and outstanding immediately prior to the effectiveness of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and converted into one share of common stock of the Surviving Corporation, and (C) each share of preferred stock of Bankrate Florida issued and outstanding immediately prior to the effectiveness of the Mergers shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and converted into a share of preferred stock of the Surviving Corporation.

6. Directors; Officers. The directors and officers of Bankrate Florida immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation for the remainder of their respective terms.

7. Termination or Amendment. At any time prior to the Effective Date, the Parties may abandon the proposed Merger to the extent permitted by law or may terminate or amend this Agreement pursuant to a writing signed by the Parties.

8. Captions and Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.


10. Further Assurances. The Parties shall execute and deliver such further instruments of conveyance, transfer and assignment, including filing the necessary documents with the Secretary of State of the State of Delaware and the Department of State of the State of Florida to complete the Merger and will take such other actions as either of them may reasonably request of the other to effectuate the purposes of this Agreement and to carry out the terms hereof.

11. Complete Agreement. This Agreement contains the complete agreement among the Parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first above written.

BEACH INC.

By: 
Edward J. DiMaria
Vice President
Chief Financial Officer

BANKRATE, INC.

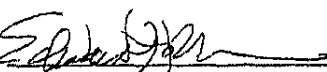
By: 
Edward J. DiMaria
Vice President
Chief Financial Officer

Exhibit A

Amended and Restated Certificate of Incorporation

[see attached]

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
BANKRATE, INC.**

The Certificate of Incorporation of Bankrate, Inc. (the "Corporation") is hereby amended and restated in its entirety as follows:

ARTICLE I – NAME

The name of the corporation shall be Bankrate, Inc.

ARTICLE II – ADDRESS

The address of the principal office and mailing address of the Corporation is 11760 U.S. Highway One, Suite 200, North Palm Beach, Florida 33408.

ARTICLE III – PURPOSE

The Corporation may engage in, transact and/or conduct any or all lawful business for which corporations may be incorporated under the laws of the State of Delaware.

ARTICLE IV – CAPITAL STOCK

Section 1. Authorized Shares. The total number of shares of capital stock which the Corporation shall have the authority to issue is five million five hundred thousand (5,500,000), consisting of:

(a) 500,000 shares designated as Preferred Stock, par value of one cent (\$0.01) per share ("Preferred Stock"; issued and outstanding shares of Preferred Stock shall be referred to herein as "Preferred Shares"; and

(b) 5,000,000 shares designated as Common Stock, par value of one cent (\$0.01) per share ("Common Stock"; issued and outstanding shares of Common Stock shall be referred to herein as "Common Shares").

The Preferred Stock and the Common Stock are referred to collectively as the "Capital Stock" and shall have the rights, preferences and limitations set forth in this Third Amended and Restated Articles of Incorporation.

Section 2. Capital Stock.

(a) **Voting Rights.** Except as otherwise provided by the DGCL (as defined below), (i) all of the voting power of the stockholders of the Corporation shall be vested in the holders of the Common Stock, with each holder of Common Stock having one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation and (ii) the holders of the Preferred Shares shall, in respect of such shares, have no voting rights.

(b) Distributions. The Board of Directors shall have sole discretion regarding the amount and timing of Distributions to the stockholders of the Corporation. In making such determinations, the Board of Directors shall take into consideration the payment of indebtedness of the Corporation and its Subsidiaries and establishing reasonable reserves for contingent liabilities and obligations of the Corporation and its Subsidiaries. In the event that the Corporation makes a Distribution of both cash and non-cash assets, each stockholder of the Corporation entitled to receive a portion of such Distribution under this Section 2(b), shall receive the same proportionate mix of such cash and non-cash assets. For the avoidance of doubt, if the Corporation makes a Distribution of equity securities and cash, each stockholder of the Corporation entitled to receive a portion of such Distribution shall receive its proportionate mix of the cash and equity securities. All Distributions shall be made in the following order of priority (and, for the avoidance of doubt, the parties intend that for purposes of applying the following priorities, the Distributions made from time to time under this Section 2(b) shall be given cumulative effect):

(i) First, 100 percent to the Preferred Holders, ratably among such holders in proportion to the then aggregate Unpaid Preferred Yield with respect to the Preferred Shares then held by each such holder, until the Unpaid Preferred Yield in respect of all outstanding Preferred Shares is equal to zero. No Distribution or any portion thereof shall be made under clause (ii) or (iii) of this Section 2(b) until the Unpaid Preferred Yield with respect to all of the outstanding Preferred Shares has been paid in full.

(ii) Second, after the required amount of Distributions have been made in full pursuant to clause (i), above, 100 percent to the Preferred Holders, ratably among such holders in proportion to the then aggregate Unreturned Preferred Capital Amount with respect to the Preferred Shares then held by each such holder, until the Unreturned Preferred Capital Amount in respect of all outstanding Preferred Shares is equal to zero. No Distribution or any portion thereof shall be made under clause (iii) of this Section 2(b) until the Unreturned Preferred Capital Amount with respect to all of the outstanding Preferred Shares has been paid in full. Additionally, upon any Distribution to the Preferred Holders pursuant to the first sentence of this clause (ii) before August 25, 2013 (an "Early Distribution"), the Corporation shall make an additional Distribution to the Preferred Holders, ratably among them in proportion to the aggregate number of Preferred Shares then held by each such holder, in the following amount (such additional Distribution, an "Early Distribution Premium"):

(A) if the Early Distribution is made before August 25, 2011, the excess, if any, of (1) the sum of the present values of (x) 107% of the amount of the Early Distribution plus (y) the Preferred Yield that would have accrued on such Early Distribution amount from the date of the Early Distribution to August 25, 2011 had such Early Distribution not been made, in each case discounted from August 25, 2011 to the date of the Early Distribution at the

Treasury Rate plus 50 basis points, over (2) the amount of the Early Distribution;

(B) if the Early Distribution is made after August 24, 2011 and before August 25, 2012, 7.0% of the Early Distribution amount; and

(C) if the Early Distribution is made after August 24, 2012 and before August 25, 2013, 3.5% of the Early Distribution amount.

(iii) Third, after the required amount of Distributions have been made in full pursuant to clauses (i) and (ii), above, 100 percent to the holders of Common Shares, ratably among such holders in proportion to the number of Common Shares then held by them.

(c) Transfer Restrictions. No holder of Preferred Shares may sell, assign, transfer, pledge, mortgage or otherwise dispose of ("transfer") any of such holder's Preferred Shares (and the Corporation shall not redeem any of such holder's Preferred Shares) unless such holder transfers at the same time and to the same transferee (or the Corporation redeems at the same time) a number of Common Shares held by such holder equal to the product of (i) the total number of Common Shares held by such holder multiplied by (ii) a fraction, the numerator of which is the number of Preferred Shares to be transferred by such holder (or redeemed by the Corporation) and the denominator of which is the total number of Preferred Shares held by such holder. Similarly, no holder of Common Shares may transfer any of such holder's Common Shares (and the Corporation shall not redeem any of such holder's Common Shares) unless such holder also transfers at the same time and to the same transferee (or the Corporation redeems at the same time) a number of the Preferred Shares held by such holder equal to the product of (i) the total number of Preferred Shares held by such holder multiplied by (ii) a fraction, the numerator of which is the number of Common Shares to be transferred by such Holder (or redeemed by the Corporation) and the denominator of which is the total number of Common Shares held by such holder. Any transfer in violation of this Section 2(c) shall be void *ab initio*.

(d) Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of the Capital Stock. Upon the surrender of any certificate representing shares of any class of Capital Stock at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

(e) Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the

loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Capital Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

(f) Notices. All notices referred to herein shall be in writing, shall be delivered personally by courier, facsimile, by a form of electronic transmission, or by first class mail, postage prepaid, and shall be deemed to have been given when so delivered, sent, or mailed to the Corporation at its principal executive offices and to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

(g) Fractional Shares. In no event will holders of fractional shares be required to accept any consideration in exchange for such shares other than consideration which all holders of Capital Stock are required to accept.

(h) Right of Set Off. As security for any financial obligations of a stockholder of the Corporation, the Corporation shall have (and each stockholder of the Corporation hereby grants to the Corporation) a right to set off any such amounts against any and all assets distributable to such stockholder. In addition, whenever the Corporation is to pay any sum to any of its stockholders or any affiliate or related person thereof pursuant to the terms of this Certificate of Incorporation, any amounts that such stockholder or such affiliate or related person owes to the Corporation under any promissory note issued to the Corporation or its Subsidiaries as partial payment for any securities of the Corporation or any of its Subsidiaries may be deducted from that sum before payment.

Section 3. Definitions.

"Distribution" means each distribution made by the Corporation to holders of Capital Stock, whether in cash, property or securities of the Corporation and whether by dividend, liquidating distribution or otherwise; provided, that any subdivision (by stock split, stock dividend or otherwise) or any combination (by reverse stock split or otherwise) of any outstanding shares of Capital Stock shall not be considered to be a Distribution.

"Preferred Capital Amount" of any Preferred Share shall equal \$1,000, as proportionally adjusted for all stock splits, stock dividends and other recapitalizations affecting such Preferred Share.

"Preferred Holder" means any holder of Preferred Shares, in its capacity as a holder of such Preferred Shares.

"Preferred Yield" means from and after the date of issuance of a Preferred Share and with respect to any calendar year, the amount accruing on such share each day during such year at the rate of 15.15% per annum, compounded semi-annually on June 30 and December 31 of each year, of the sum of such Preferred Share's (i) Unreturned Preferred Capital Amount plus

(ii) Unpaid Preferred Yield thereon at the close of the most recently ended semi-annual period. In calculating the amount of any Distribution to be made during a semi-annual period, the portion of the Preferred Yield for such portion of such semi-annual period elapsing before such Distribution is made shall be taken into account.

"Treasury Rate" means, as of the applicable Distribution date, the yield to maturity as of such Distribution date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) which has become publicly available at least two business days prior to the date fixed for Distribution (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the then remaining average life to August 25, 2011; provided, that if the period from such Distribution date to August 25, 2011 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Unpaid Preferred Yield" of any Preferred Share means an amount equal to the excess, if any, of (i) the aggregate Preferred Yield accrued on such share, over (ii) the aggregate amount of Distributions made by the Corporation under Section 2(b)(i) with respect to such share.

"Unreturned Preferred Capital Amount" of any Preferred Share means an amount equal to the excess, if any, of (i) the Preferred Capital Amount of such share, over (ii) the aggregate amount of Distributions made by the Corporation under the first sentence of Section 2(b)(ii) with respect to such share.

ARTICLE V – REGISTERED AGENT

The street address of the Corporation's registered office is at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808 and the name of its registered agent at such office is Corporation Service Company.

ARTICLE VI – EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE VII – DIRECTORS

The Board of Directors of the Corporation shall initially consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws.

ARTICLE VIII – INDEMNIFICATION

Section 1. Nature of Indemnity. Each person who was or is made a party or is or was threatened to be made a party to or is or was otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she (or a person of whom he or she is the legal representative), is or was a director, officer, employee, fiduciary or agent of the Corporation or, while a director, officer, employee, fiduciary or agent of the Corporation, or is or

was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware (the "DGCL"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) actually and reasonably incurred or suffered by such person in connection with such proceeding and such indemnification shall continue to such person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article VIII, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VIII shall be a contract right and, subject to Sections 2 and 5 of this Article VIII, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the Board of Directors of the Corporation, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Right of Claimant to Bring Suit. If a claim under paragraph Section 1 of this Article VIII is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusivity of this Article. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may

have or hereafter acquire under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

Section 4. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article VIII in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors of the Corporation in the specific case upon receipt of an undertaking by or on behalf of the relevant director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors of the Corporation deems appropriate.

Section 6. Service for Subsidiaries. Any person serving as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture or other enterprise, at least 50% of whose equity interests are owned, directly or indirectly, by the Corporation, shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 7. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article VIII and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors of the Corporation.

Section 8. Contract Rights. The provisions of this Article VIII shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article VIII and the relevant provisions of the DGCL or other applicable law are in effect, and any repeal or modification of this Article VIII or any such law that adversely affects any right of any director or officer, or former director or officer, shall be prospective only and shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 9. Merger or Consolidation. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this

Article VIII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE IX – ALLOCATION OF CORPORATE OPPORTUNITIES

In the event that a director or officer of the Corporation who is also an employee, partner, principal, director or officer of Apax (as defined below) acquires knowledge of a potential transaction or matter which may be a corporate opportunity for the Corporation or any of its Subsidiaries, such director or officer of the Corporation shall have fully satisfied and fulfilled the fiduciary duty of such director or officer to the Corporation and its shareholders with respect to such corporate opportunity, if such director or officer acts in a manner consistent with the following policy: (i) a corporate opportunity that any person who is a director or officer of the Corporation, and who is also an employee, partner, principal, director or officer of Apax, acquires knowledge of while acting in such person's capacity as a director or officer of the Corporation, shall belong to the Corporation and (ii) otherwise, any corporate opportunity may be pursued by Apax and any pursuit by Apax shall not constitute a breach of fiduciary liability. For the purposes of this Article IX "Apax" means Apax US VII, L.P., Apax Europe VII-A, L.P., Apax Europe VI-I-B, L.P., Apax Europe VII-1, L.P., each of their respective direct or indirect controlling affiliates and each of their respective, and their controlling affiliates' respective, nominees, advisory and investment managing entities.

ARTICLE X – AMENDMENT

The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon shareholder and directors are granted subject to such reservation.

Exhibit B

Amended and Restated By; Laws

[see attached]

BYLAWS
OF
BANKRATE, INC.

A Delaware Corporation

*(adopted as of April 14, 2011 pursuant to the merger of Bankrate, Inc., a
Florida company, with and into Beach, Inc.)*

ARTICLE I

OFFICES

Section 1.01 Registered Office. The registered office of the Corporation in the State of Delaware shall be located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the Corporation's registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent of the Corporation may be changed from time to time by action of the Board of Directors of the Corporation.

Section 1.02 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.01 Place and Time of Meetings. An annual meeting of the shareholders shall be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the Board of Directors or as set by the President of Bankrate, Inc. (the "**Corporation**"). No annual meeting of the shareholders need be held if not required by the Corporation's Amended and Restated Certificate of Incorporation, as the same may be amended from time to time (the "**Certificate of Incorporation**") or by the General Corporation Law of the State of Delaware (the "**DGCL**").

Section 2.02 Special Meetings. Special meetings of shareholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, and/or by means of remote communication, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the Board of Directors, the Chief Executive Officer, the President or the holders of shares entitled to cast not less than a majority of the votes at the meeting or the holders of 50% of the outstanding shares of any series or class of the Corporation's capital stock.

Section 2.03 Place of Meetings. The Board of Directors may designate any place, either within or without the State of Delaware, and/or by means of remote communication, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal executive office of the Corporation as designated in the Corporation's Certificate of Incorporation.

Section 2.04 Notice. Except as provided under DGCL, whenever shareholders are required or permitted to take action at a meeting, written or printed notice stating the place, if any, date, time, the means of remote communications, if any, by which shareholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of special meetings, the purpose(s), of such meeting, shall be given to each shareholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally, by mail, or by a form of electronic transmission, by or at the direction of the Board of Directors, the President or the Secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the shareholder at his, her or its address as the same appears on the records of the Corporation. Any shareholder may waive notice of any meeting, whether special or annual, either before, at or after the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Unless required by the DGCL, neither the business transacted nor the purpose of the meeting need be specified in the waiver of notice.

Section 2.05 Shareholders' List. After fixing a record date for a meeting pursuant to Section 5.03 hereof, the Corporation shall prepare an alphabetical list of the names of all of its shareholders who are entitled to notice of a shareholders' meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by, each. The shareholders' list must be available for inspection by any shareholder for a period of 10 days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal executive office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. A shareholder or the shareholder's agent or attorney is entitled on written demand to inspect the list (subject to the requirements of the DGCL), during regular business hours and at the shareholder's expense, during the period it is available for inspection. The Corporation shall make the shareholder's list available at the meeting of the shareholders, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Section 2.06 Voting Group. A Voting Group means all shares of one or more classes or series that under the Certificate of Incorporation or the DGCL are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the Certificate of Incorporation or the DGCL to vote generally on the matter are for that purpose a single Voting Group.

Section 2.07 Quorum. Shares entitled to vote as a separate Voting Group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter.

Except as otherwise provided in the Corporation's Certificate of Incorporation or by law, a majority of the votes entitled to be cast on the matter by the Voting Group, either in person or by proxy, shall constitute a quorum of that Voting Group for action on that matter, but in no event shall a quorum consist of less than one third percent (33%) of the shares entitled to vote. The holders of a majority of the shares represented, and who would be entitled to vote at a meeting if a quorum were present, may adjourn such meeting from time to time. If a quorum exists, action on a matter (other than the election of directors) by a Voting Group is approved if the votes cast within the Voting Group favoring the action exceed the votes cast opposing such action, unless the Corporation's Certificate of Incorporation or applicable law requires a greater number of affirmative votes. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for that adjourned meeting.

Section 2.08 Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which shareholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting thereof are announced at the meeting, at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.09 Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the question is one upon which by express provisions of an applicable law or of the Certificate of Incorporation or these Bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class, unless the question is one upon which by express provisions of an applicable law or of the Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.10 Voting Rights. Except as otherwise provided by the DGCL or by the Certificate of Incorporation or any amendments thereto, every shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of common stock held by such shareholder.

Section 2.11 Proxies. A shareholder, other person entitled to vote on behalf of a shareholder pursuant to Section 212 of the DGCL, or attorney in fact for a shareholder may vote the shareholder's shares in person or by proxy. A shareholder, other person entitled to vote on behalf of a shareholder pursuant to Section 212 of the DGCL, or attorney in fact for a shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form or by electronic transmission. An appointment of a proxy is effective when received by the Secretary or other officer or agent of the Corporation authorized to tabulate votes. An appointment is valid for up to 11 months unless a longer period of time is expressly

provided in the appointment. The death or incapacity of the shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent of the Corporation authorized to tabulate votes before the proxy exercises his or her authority under the appointment. An appointment of a proxy is revocable by the shareholder unless the appointment form or electronic transmission conspicuously states that it is irrevocable and the appointment is coupled with an interest. If the appointment form expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 2.12 Action by Written or Electronic Consent. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing or electronic transmission, setting forth the action so taken and bearing the dates of signature of the shareholders who gave the consent or consents, shall be given by the holders of outstanding shares of stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, or the Corporation's principal executive office, or an officer or agent of the Corporation having custody of the book or books in which proceedings of meetings of the shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. No written or electronic consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation as required by this section, consents given by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written or electronic consent shall be given to those shareholders who have not consented. Any action taken pursuant to such written or electronic consent of the shareholders shall have the same force and effect as if taken by the shareholders at a meeting thereof. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted in lieu of the original writing for any and all purposes for which the original writing could be used; provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE III

DIRECTORS

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02 Number, Election and Term of Office. Unless otherwise provided in the Certificate of Incorporation the number of directors which shall constitute the first Board of Directors shall be one or more, which number may be increased or decreased from time to time by resolution of the Board of Directors. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy and entitled to vote in the election of

directors at the annual meeting of the shareholders. Each director so elected or appointed shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3.03 Duties. A director shall discharge his or her duties as a director, including his or her duties as a member of a committee: (a) in good faith; (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) in a manner he or she reasonably believes to be in the best interests of the corporation.

In discharging his or her duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or (c) a committee of the Board of Directors of which he or she is not a member if the director reasonably believes the committee merits confidence.

In discharging his or her duties, a director may consider such factors as the director deems relevant, including the long term prospects and interests of the Corporation and its shareholders, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the Corporation or its subsidiaries, the communities and society in which the Corporation or its subsidiaries operate, and the economy of the State of Florida and the nation.

Section 3.04 Removal and Resignation. Any director or the entire Board of Directors may be removed at any time, with or without cause. Any director may resign at any time upon written notice to the Corporation.

Section 3.05 Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by the shareholders, unless the Corporation's Certificate of Incorporation provides otherwise. The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors are elected.

Section 3.06 Time, Notice, and Call of Meetings. The Board of Directors may, at any time and from time to time, provide by resolution the time and place, either within or without the State of Delaware, for the holding of regular meetings of the Board of Directors. Unless the Corporation's Certificate of Incorporation provides otherwise, regular meetings of the Board of Directors may be held without notice at such times as the Board of Directors may fix. Unless the Certificate of Incorporation provides for a longer or shorter period, special meetings of the Board of Directors must be preceded by at least 8 hours notice of the date, time, and place of the meeting. Unless required by the Certificate of Incorporation, the notice need not describe the purpose of the special meeting.

A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Meetings of the Board of Directors may be called by the Chairman of the Board or by the President of the Corporation, or by any 2 directors.

Members of the Board of Directors may participate in a meeting of such Board of Directors by means of communication by which all persons participating in the meeting may simultaneously hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

Section 3.07 Quorum and Adjournment. Unless otherwise provided in the Certificate of Incorporation, the presence (in person, remotely in accordance with Section 3.10 hereof, or by proxy) of a majority of the directors then in office shall constitute a quorum of the Board of Directors for purposes of conducting business. The majority vote of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.08 Committees. Unless otherwise provided in the Certificate of Incorporation or prohibited by the DGCL, the Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation, which to the extent provided in such resolution or these Bylaws shall have and may exercise the powers of the Board of Directors in the management and affairs of the Corporation except as otherwise limited by applicable law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09 Committee Rules. Unless otherwise provided in the Certificate of Incorporation each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the Board of Directors as provided in Section 3.08 hereof, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.10 Communications Equipment. Members of the Board of Directors or any committee thereof may participate in and act at any meeting of such Board of Directors or

committee thereof through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 3.11 Waiver of Notice and Presumption of Assent. Notice of a meeting of the Board of Directors or any committee thereof need not be given to any director or committee member who signs a waiver of notice either before or after the meeting. Any member of the Board of Directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such director of the Corporation who is present at a meeting of its Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting specified business at the meeting; or votes against or abstains from the action taken.

Section 3.12 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing(s) or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee thereof.

ARTICLE IV

OFFICERS

Section 4.01 Number. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman, if any is elected, a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period as it may deem advisable.

Section 4.02 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting held after each annual meeting of shareholders or as soon thereafter as conveniently may be. The Board of Directors shall appoint other officers to serve for such terms it deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 4.03 Removal. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4.04 Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by the Board of Directors then in office.

Section 4.05 Compensation. Compensation of all officers shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the Corporation.

Section 4.06 The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board of Directors and, if present, shall preside at each meeting of the Board of Directors or shareholders. He shall advise the President, and in the President's absence, other officers of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 4.07 The President. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the President (i) shall preside at all meetings of the shareholders and Board of Directors at which he or she is present (if the President is also a director); (ii) subject to the powers of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees; and (iii) shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 4.08 Vice Presidents. The Vice President, if any, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. The Vice President(s) shall also perform such other duties and have such other powers as the Board of Directors, the President or these Bylaws may, from time to time, prescribe.

Section 4.09 The Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors, all meetings of the committees thereof and all meetings of the shareholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the President's supervision, the Secretary (i) shall give, or cause to be given, all notices required to be given by these Bylaws or by applicable law; (ii) shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe; and (iii) shall have custody of the corporate seal of the Corporation, if any. The Secretary, or an Assistant Secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President, or Secretary may, from time to time, prescribe.

Section 4.10 The Treasurer and Assistant Treasurers. The Treasurer (i) shall have the custody of the corporate funds and securities; (ii) shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; (iii) shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Board of Directors; (iv) shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; (v) shall render to the President and the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the Corporation; and (vi) shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be rendered every 6 years) in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer and for the restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. The Assistant Treasurers shall perform such other duties and have such other powers as the Board of Directors, the President or Treasurer may, from time to time, prescribe.

Section 4.11 Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

Section 4.12 Absence or Disability of Officers. In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the Board of Directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 5.01 Nature of Indemnity. Each person who was or is made a party or is or was threatened to be made a party to or is or was otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or she (or a person of whom he is the legal representative), is or was a director or officer of the Corporation or, while a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "*indemnitee*"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent, shall be indemnified and held harmless by the Corporation to the fullest

extent which it is empowered to do so by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees, judgments, fines, excise exercise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) actually and reasonably incurred or suffered by such indemnitee in connection with such proceeding and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 5.02 of this Article V, the Corporation shall indemnify any such indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. . The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 5.01 and 5.05 of this Article, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition (an "*advance of expenses*"). The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 5.02 Right of Claimant to Bring Suit. If a claim under paragraph Section 1 of this Article VIII is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 5.03 Nonexclusivity of Article V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

Section 5.04 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss,

whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 5.05 Expenses. Expenses incurred by any person described in Section 5.01 of this Article V in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 5.06 Service for Subsidiaries. Any person serving as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture or other enterprise, at least 50% of whose equity interests are owned by the Corporation (a "subsidiary" for this Article V) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 5.07 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 5.08 Contract Rights. The provisions of this Article V shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the DGCL or other applicable law are in effect, and such rights shall continue as to a director or officer who has ceased to be a director or officer and shall inure to the benefit of such director's or officer's heirs, executors and administrators. Any repeal or modification of this Article V that adversely affects any right of any director or officer or former director or officer shall be prospective only and shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 5.09 Merger or Consolidation. For purposes of this Article V, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, an officer, an employee or an agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, an officer, an employee or an agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 5.10 Certificate of Incorporation. Any discrepancies in the Indemnification provisions in these Bylaws and the Certificate of Incorporation of the Corporation shall be determined in favor of the language of the Certificate of Incorporation.

ARTICLE VI

CERTIFICATES OF STOCK

Section 6.01 Form. Unless the Corporation's Certificate of Incorporation provide otherwise, the Board of Directors shall determine whether shares of the Corporation shall be uncertificated or certificated. If certificated shares are issued, certificates representing shares in the Corporation shall be signed (either manually or by facsimile) by the Chairman of the Board of Directors, President or Vice President, and by the Secretary or an Assistant Secretary and may be sealed with the seal of the Corporation or a facsimile thereof. A certificate that has been signed by an officer or officers who later ceases to be such officer shall be valid. Each certificate representing shares shall state upon the face thereof the name of the Corporation; that the Corporation is organized under the laws of the State of Delaware; the name of the person or persons to whom issued; the number and class of shares, and the designation of the series, if any, which such certificate represents. If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder a full statement of this information on request and without charge.

Section 6.02 Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the stock transfer books of the Corporation, and only after the surrender to the Corporation of the certificates representing such shares. Except as provided under applicable law, the person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes, and the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof.

Section 6.03 Record Date. For purposes of fixing the record date for one or more Voting Groups in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix the record date, provided that such record date may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that it has been lost, destroyed or wrongfully taken; (b) requests the issue of a new certificate before the Corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) at the discretion of the Board of Directors, gives bond in such form as the Corporation may direct, to indemnify the Corporation, the transfer agent, and registrar against any claim that may

be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the Corporation.

ARTICLE VII

BOOKS AND RECORDS

Section 7.01 Books and Records. This Corporation shall maintain accurate accounting records, and shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation or its agent shall maintain a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each. The records shall be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 7.02 Financial Statements. Unless modified by resolution of the shareholders within 120 days of the close of each fiscal year, the Corporation shall furnish its shareholders annual financial statements which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. If the annual financial statements are reported upon by a public accountant, his or her report must accompany them. If not, the statements must be accompanied by a statement of the president or the person responsible for the Corporation's accounting records: (a) stating his or her reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and (b) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The Corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year or within such additional time thereafter as is reasonably necessary to enable the Corporation to prepare its financial statements if, for reasons beyond the Corporation's control, it is unable to prepare its financial statements within the prescribed period. Thereafter, on written request from a shareholder who was not mailed the statements, the Corporation shall mail him or her the latest annual financial statements.

ARTICLE VIII

DIVIDENDS

The Board of Directors of the Corporation may, from time to time, declare and the Corporation may pay dividends on its shares in cash, property or its own shares, to the full extent permitted by law.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws adopted at any meeting of the Board of Directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the Bylaws has been conferred upon the Board of Directors shall not divest the shareholders of the same powers.